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to: Florida Division of Corporations

from: TAYLOR SEAY C/O Capitol Services, Inc.

date: 2/20/2019

trans#: 1110571

Entity Name: ADAM BANK GROUP, INC. - P06000074066

Articles Incorporation ()

Articles of Dissolution ()

Conversion ()

Foreign Qualification ()

Limited Partnership ()

Reinstatement ()

Articles of Amendment ()

Annual Report ()

Fictitious Name ()

Limited Liability ()

Merger ()

Withdrawal / Cancellation ()

Other (XX-ARTICLES OF SHARE EXCHANGE)

STATE FEES PREPAID WITH CHECK #1756 FOR \$78.75

PLEASE RETURN:

Certified Copy (XX)

Plain Photocopy ()

Good Standing ()

Certificate of Fact ()

**ARTICLES OF SHARE EXCHANGE
OF
AMERICAN MOMENTUM BANK
AND
ADAM BANK GROUP, INC.**

The following Articles of Share Exchange are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, Florida Statutes.

First: The name and jurisdiction of the entities are:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known / applicable)
American Momentum Bank	Texas	F14000000702
Adam Bank Group, Inc.	Florida	P06000074066

Second: The Share Exchange Agreement, dated December 16 2019 (the "Plan of Share Exchange"), providing for the exchange (the "Share Exchange") of outstanding shares of common stock of American Momentum Bank, a Texas state bank (the "Bank"), for shares of common stock of Adam Bank Group, Inc., a Florida corporation (the "Company"), is set forth as Exhibit A to these Articles of Share Exchange.

Third: The Share Exchange shall become effective on February 25, 2020 at 5:00 p.m. CST.

Fourth: The Board of Directors of each of the Bank and the Company approved and adopted the Share Exchange and the Plan of Share Exchange on December 12, 2019.

Fifth: The shareholders of the Bank approved and adopted the Share Exchange and the Plan of Share Exchange at a special meeting on January 6, 2020. Such consent of the shareholders constitutes the required consent of (i) each class or series of shares included in the exchange and (ii) each other class or series of shares entitled to vote on approval of the exchange by the certificate of formation of the Bank.

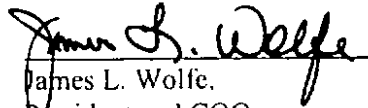
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JACKSONVILLE, FLORIDA

Sixth: Signatures for each entity.

Dated: February 20, 2020

AMERICAN MOMENTUM BANK


By:


James L. Wolfe,
President and COO

Dated: February 20, 2020

ADAM BANK GROUP, INC

By:


Donald A. Adam,
Chairman and CEO

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FEB 20 2020

EXHIBIT A
PLAN OF SHARE EXCHANGE

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SECURITIES AND EXCHANGE
COMMISSION

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT ("Agreement") is made and entered into as of the 16th day of December 2019, by and between AMERICAN MOMENTUM BANK, a Texas state bank domiciled in College Station, Texas (the "Bank"), and ADAM BANK GROUP, INC., a Florida corporation (the "Company").

WITNESSETH:

WHEREAS, the Company is a Florida corporation and has authorized capital stock consisting of 100,000,000 shares of common stock, par value \$1.00 per share (the "Common Stock"), of which 14,507,119 shares are issued and outstanding (the "Company Common Stock");

WHEREAS, the Bank is a Texas state bank organized and existing under the laws of the State of Texas and has authorized capital stock consisting of 50,000,000 shares of common stock, par value \$5.00 per share ("Bank Common Stock"), of which 15,736,102 shares are issued and outstanding;

WHEREAS, the Company is the registered bank holding company of the Bank and the record and beneficial owner of 14,966,477 shares of Bank Common Stock (the "Company Shares");

WHEREAS, the respective boards of directors of the Bank and the Company deem it advisable and to the benefit of the Bank and the Company and their respective shareholders that the Bank and the Company participate in a share exchange (the "Exchange") in accordance with the authority of Section 607.1102 of the Florida Business Corporation Act ("FBCA") and Section 10.051 of the Texas Business Organizations Code ("TBOC"), as applicable to the Bank pursuant to Section 32.008 of the Texas Finance Code, pursuant to which the Bank will become a wholly-owned subsidiary of the Company in accordance with the terms of this Agreement;

WHEREAS, pursuant to the TBOC, the holders of the Bank Common Stock (the "Bank Shareholders") are required to approve this Agreement and, accordingly, the Bank has agreed in this Agreement to promptly solicit proxies from the Bank Shareholders (the "Proxy Solicitation") in connection with a special meeting of the Bank Shareholders to approve this Agreement (the "Special Meeting");

WHEREAS, contemporaneous with the Proxy Solicitation, the Bank is offering Bank Shareholders the right to purchase up to 4,217,392 shares of the Bank Common Stock (the "Rights Offering");

WHEREAS, shares of Bank Common Stock subscribed for and purchased in the Rights Offering will not be eligible to vote at the Special Meeting, but will be issued prior to the consummation of the Exchange and, accordingly, will be subject to the terms hereof; and

WHEREAS, the Company and the Bank are effecting the transactions contemplated by this Agreement to ensure that the Bank is a wholly-owned subsidiary of the Company in order to more efficiently manage the operations of the Company and the Bank on a consolidated basis.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

1.01 Definitions. For purposes of this Agreement, the following terms have the meanings specified below:

(a) "Adam Company Common Stock" means the number of shares of Company Common Stock held by Donald A. Adam or his affiliates, immediately prior to the Effective Time (as defined in Section 2.03).

(b) "Eligible Shareholder" means a holder of Bank Common Stock, other than the Company, who enters into (along with his or her spouse) and delivers to the Company that certain shareholder agreement ("Shareholder Agreement"), in the form provided by the Company, and is not a Dissenting Shareholder (as defined in Section 2.01(b)). The Company shall have the sole authority to determine whether a holder of Bank Common Stock is an Eligible Shareholder, and that determination, after consultation with counsel, shall be final and binding.

(c) "Exchange Ratio" means the number determined by dividing (a) the Share Exchange Amount (as defined below), by (b) the Minority Bank Common Stock (as defined below).

(d) "Minority Bank Common Stock" means the number of shares of Bank Common Stock determined by subtracting (a) the Company Shares held immediately prior to the Effective Time from (b) the aggregate amount of shares of Bank Common Stock issued and outstanding immediately prior to the Effective Time (the "Outstanding Bank Common Stock").

(e) "Ownership Percentage of Minority Shareholders" means the percentage determined by dividing (i) the Minority Bank Common Stock, by (ii) the Outstanding Bank Common Stock.

(f) "Share Exchange Amount" means the number determined by (a) dividing (i) the number of shares of Adam Company Common Stock by (ii) the difference between 100 percent and the Ownership Percentage of Minority Shareholders; and (b) further by subtracting the number of shares of Adam Company Common Stock from the quotient determined under clause (a) of this Section 1.01(f).

ARTICLE II
THE EXCHANGE AND RELATED MATTERS

2.01 The Exchange.

(a) Exchange of the Bank Common Stock. Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.01(b) and Article VI, pursuant to the provisions of Sections 607.1102 and 607.1106 of the FBCA, Section 10.051 of the TBOC, and Section 32.008 of the Texas Finance Code, at the Effective Time, each share of Bank Common Stock outstanding immediately prior to the Effective Time, other than the Company Shares, held by an Eligible Shareholder shall be transferred to the Company and the certificates (as defined herein) representing such shares of Bank Common Stock shall be converted into and become the right to receive shares of Company Common Stock equal to the Exchange Ratio (as defined here). Each share of Bank Common Stock outstanding immediately prior to the Effective Time, other than the Company Shares, held by a shareholder who is not an Eligible Shareholder and who is not a Dissenting Shareholder shall be transferred to the Company and the certificates representing such shares of Bank Common Stock shall be converted into and become the right to receive \$23.00 in cash payable by the Bank in the form of a Bank check.

(b) Dissenting Shareholders. Notwithstanding anything in this Agreement to the contrary, with respect to shares of Bank Common Stock that are outstanding immediately prior to the Effective Time and that are held by shareholders ("Dissenting Shareholders") who shall not have voted such shares of Bank Common Stock in favor of the Exchange and who shall have delivered to the Bank a written notice of such shareholder's intent to demand payment for such shares in the manner provided in Section 10.354 of the TBOC, such Dissenting Shareholders shall be entitled to payment by the Bank of the appraised value of such shares of Bank Common Stock in accordance with the provisions of the TBOC.

(c) Effect of Exchange. At the Effective Time, the Company shall become the sole owner of all of the issued and outstanding shares of capital stock of the Bank; and the Bank shall become a wholly-owned subsidiary of the Company, all without any further action on the part of the Bank or the Company, or any of their respective shareholders. At the Effective Time, the Eligible Shareholders will become shareholders of the Company. The Exchange shall have the additional effects provided by Section 10.055 of the TBOC, Section 607.1106 of the FBCA and other applicable law.

(d) Stock Options. Subject to the other provisions of this Section 2.01, at the Effective Time, each option to acquire shares of Bank Common Stock ("Bank Option") that has been awarded under the Bank's stock option plans and is unexpired, unexercised and outstanding immediately prior to the Effective Time, whether vested or unvested, shall, on the terms and subject to the conditions set forth in this Agreement, be assumed by the Company. Each plan under which such Bank Option has been granted shall also be assumed by the Company to the extent necessary to assure that all terms of the Bank Options continue to be applicable, except to the extent that such terms are rendered

inapplicable by reason of the Exchange. Each such Bank Option so assumed by the Company under this Agreement (the "Assumed Options") shall continue to have, and be subject to, the same terms and conditions as are in effect immediately prior to the Effective Time, except that (i) such Assumed Option shall be exercisable for that number of whole shares of Company Common Stock equal to the product (rounded down to the next whole number of shares of Company Common Stock, with no cash being payable for any fractional share eliminated by such rounding) obtained by multiplying the number of shares of Bank Common Stock that were issuable upon exercise of such Assumed Option immediately prior to the Effective Time by the Exchange Ratio, and (ii) the per share exercise price for the shares of Company Common Stock issuable upon exercise of such Assumed Option shall be equal to the quotient (rounded up to the next whole cent) obtained by dividing the exercise price per share of Bank Common Stock at which such Assumed Option was exercisable immediately prior to the Effective Time by the Exchange Ratio. Each of the Bank Options shall be canceled and the holder of each Assumed Option shall lose any right under the Bank Option. Nothing in the Assumed Options shall be construed to provide any additional benefits to the holders of the Assumed Options. To the extent permitted under applicable law, all Assumed Options that prior to the Effective Time were treated as incentive or non-qualified stock options under the Internal Revenue Code of 1986, as amended (the "Code"), shall from and after the Effective Time continue to be treated as incentive or non-qualified stock options, respectively, under the Code. The Company may make immaterial modifications to the foregoing formula to the extent necessary to comply with such requirement and to assure that the assumption of the Assumed Options complies with the requirements of Sections 409A and 424 of the Code and the regulations promulgated thereunder so as not to constitute a modification, extension or renewal of such option within the meaning of those sections. As soon as reasonably practicable after the Effective Time, the Company shall issue to each person holding an Assumed Option a document evidencing the foregoing assumption of such option by the Company and may require such optionee to agree to the terms of such assumption.

(e) Charter. The Certificate of Formation of the Bank and the Articles of Incorporation of the Company as in effect immediately prior to the Effective Time shall remain in effect thereafter, unless and until amended as provided by applicable law.

(f) Bylaws. The respective Bylaws of the Bank and the Company as in effect immediately prior to the Effective Time shall remain in effect thereafter, unless and until amended or repealed as provided by the respective Bylaws, the respective Articles of Incorporation and applicable law.

(g) Fractional Shares. Notwithstanding any other provision of this Agreement, no fractional shares of Company Stock shall be issued in the Exchange and, in lieu thereof, holders of shares of Bank Common Stock who would otherwise be entitled to a fractional share interest shall be paid an amount in cash (without interest) equal to the product of such fractional shares interest multiplied by \$23.00 payable in the form of Bank check. No such holder shall be entitled to dividends, voting rights or any other rights with respect to any fractional shares.

(h) Officers and Directors. The respective officers and directors of the Bank and the Company and their respective terms immediately prior to the Effective Time shall thereafter remain the respective officers and directors with the same such terms.

2.02 Surrender of Certificates.

(a) The Bank shall act as the exchange agent ("Exchange Agent") to effect the exchange of Bank Common Stock. As soon as practicable after the Effective Time, the Bank shall mail to each holder of record of one or more certificates that immediately prior to the Effective Time evidenced outstanding shares of Bank Common Stock (other than the Company and Dissenting Shareholders) ("Certificates"), a letter of transmittal (which shall specify that delivery of the Certificates shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Bank and which may contain such other terms as determined by the Company and the Bank), and instructions for use in effecting the surrender of the Certificates in exchange for the consideration set forth in Section 2.01 hereof.

(b) Upon surrender to the Bank of a Certificate for cancellation, together with a properly completed and duly executed letter of transmittal and such other documents as may be required by the letter of transmittal, the holder of such Certificate shall be entitled to receive in exchange therefor the cash consideration set forth in Section 2.01 hereof or a certificate (in the form of an issued certificate or by book entry) representing shares of Company Common Stock (with the legends as provided therefor by the Shareholder Agreement), as applicable, in each case as determined in accordance with Section 2.01 hereof.

(c) The Company may withhold any amount otherwise due to a holder of Minority Bank Common Stock pursuant to this Agreement or any future distribution with respect to Company Common Stock that such holder is entitled to receive in exchange for a Certificate pursuant to this Agreement if such holder fails to follow the exchange procedures set forth in this Agreement. No interest in respect of the cash consideration set forth in Section 2.01 or any other distribution will be paid or will accrue to holders of Certificates pursuant to the provisions of this Agreement or otherwise.

(d) In the event that any Certificate shall have been lost, stolen, mutilated or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen, mutilated or destroyed and, if required by the Company or the Bank, the posting by such person of a bond in such amount as the Company or the Bank, as applicable, may determine is necessary as indemnity against any claim that may be made against it with respect to such Certificate, the Company or the Exchange Agent, as applicable, shall deliver in exchange for such lost, stolen, mutilated or destroyed Certificate the cash consideration or a certificate representing shares of Company Common Stock (with the legends as provided therefor by the Shareholder Agreement), as applicable, in each case as determined in accordance with Section 2.01 hereof.

(e) Notwithstanding the foregoing, neither the Company nor the Bank shall be liable to any former holder of Minority Bank Common Stock or holder of a Certificate for any amount delivered in good faith to a public official pursuant to any applicable abandoned property, escheat or similar laws.

2.03 Effective Time. Subject to the satisfaction or waiver of the conditions set forth in Article VI, the Exchange shall become effective on the date and time specified in the Articles of Share Exchange filed with the Department of State of the State of Florida and Certificate of Exchange filed with the Secretary of State of the State of Texas, or if no such date and time is specified therein, on the date and time of such filing, provided that such date and time shall occur after the Rights Offering. The date and time when the Exchange shall become effective is herein referred to as the "Effective Time."

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE BANK

The Bank hereby represents and warrants to the Company as follows:

3.01 Corporate Organization, Authorization, etc. The Bank is a Texas state banking corporation, duly organized, validly existing and in good standing under the laws of the State of Texas and has full corporate power and authority to conduct its business as it is now being conducted and to own or lease the properties and assets it now owns or holds under lease, and is duly qualified or licensed to do business and is in good standing in each foreign jurisdiction in which the failure to be so qualified, licensed and in good standing could have a material adverse effect on the rights, property or business of the Bank. The Bank has the requisite corporate power and authority to enter into this Agreement and, subject to the requisite approval of its shareholders, to consummate the transactions contemplated herein. This Agreement has been duly executed and delivered by the Bank and, subject to the requisite shareholder approval, is a valid and binding agreement of the Bank in accordance with its terms, subject to laws relating to creditors' rights, generally.

3.02 Authorized and Outstanding Stock. The authorized capital stock of the Bank consists of 50,000,000 shares of common stock, par value \$5.00 per share. As of the date hereof, 15,736,102 shares of Bank Common Stock are fully paid, validly issued, nonassessable and outstanding. As of September 30, 2019, the Bank has outstanding options to acquire 477,500 shares of Bank Common Stock which, at the Effective Time and as a result of the Exchange, each outstanding option shall be converted into a like number of options to acquire shares of Company Common Stock as provided herein. Except with respect to the Rights Offering and as otherwise provided in this Section 3.02, the Bank does not have outstanding, and is not bound by, any other subscriptions, warrants, calls, commitments or agreements to issue any additional shares of Bank Common Stock, including any right of conversion or exchange under any outstanding security or other instrument, and the Bank is not obligated to issue any shares of Bank Common Stock for any purpose.

3.03 Consents, Approvals, Filings, etc., of Governmental Authorities. Neither the business nor the operations of the Bank requires any consent, approval or authorization of, or

declaration, filing or registration with, any governmental or regulatory authority in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated herein, except for the filing of the Articles of Share Exchange as required by the FBCA and Certificate of Exchange as required by the TBOC.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Bank that:

4.01 Corporate Organization, Authorization, etc. The Company is a corporation, duly organized, validly existing and in good standing under the laws of the State of Florida and has full corporate power and authority to conduct its business as it is now being conducted and to own or lease the properties and assets it now owns or holds under lease, and is duly qualified or licensed to do business and is in good standing in each foreign jurisdiction in which the failure to be so qualified, licensed and in good standing could have a material adverse effect on the rights, property or business of the Company. The Company has the requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated herein. This Agreement has been duly executed and delivered by the Company and is a valid and binding agreement of the Company in accordance with its terms, subject to laws relating to creditors' rights generally.

4.02 Authorized and Outstanding Stock. The authorized capital stock of the Company consists of 100,000,000 shares of Common Stock, par value \$1.00 per share, of which 14,507,119 shares are issued and outstanding as of the date hereof. Except for the Assumed Options as provided in Section 2.01(d) as a result of the Exchange, the Company does not have outstanding, and is not bound by, any subscriptions, options, warrants, calls, commitments or agreements to issue any additional shares of Company Common Stock, including any right of conversion or exchange under any outstanding security or other instrument, and the Company is not obligated to issue any shares of Company Common Stock for any purpose.

4.03 Consents, Approvals, Filings, etc., of Governmental Authorities. Neither the business nor operations of the Company requires any consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated herein, except for the filing of the Articles of Share Exchange as required by the FBCA and Certificate of Exchange as required by the TBOC.

ARTICLE V OBLIGATIONS PRIOR AND SUBSEQUENT TO EFFECTIVE TIME

5.01 Filing Requirements. Subject to the satisfaction of all conditions set forth in Article V, the Bank and the Company will promptly comply with all filing requirements that federal, state or local law may impose on the Bank or the Company with respect to this Agreement and the transactions contemplated hereby.

5.02 Approval of the Bank's Shareholders. Promptly following the execution of this Agreement, the Bank shall commence to take such actions as may be necessary to obtain adoption and approval of this Agreement by the Bank Shareholders, including, without limitation, either the calling of the Special Meeting and the preparation of the Proxy Solicitation materials for the Special Meeting to be held as soon as practicable, or the solicitation of shareholder action without a meeting pursuant to a written consent and notice documents prepared in accordance with the TBOC. Upon completion by the Bank of such materials, the Bank will furnish to the Company copies of such materials which the Bank proposes to send to the Bank Shareholders. The Company will promptly provide the Bank with comments thereon, and such materials shall be expediently completed by the Bank and distributed to the shareholders.

5.03 Further Assurances. Each party hereto agrees to execute and deliver such instruments and take such other actions as the other party may reasonably require in order to carry out the intent of this Agreement. Each party shall use its best efforts to perform and fulfill all conditions and obligations on its part to be performed or fulfilled under this Agreement and to effect the Exchange in accordance with the terms and conditions of this Agreement.

ARTICLE VI CONDITIONS PRECEDENT

6.01 Conditions to the Company's Obligations. The obligations of the Company to effect the Exchange are subject to the satisfaction of the following conditions, unless waived by the Company:

(a) Representations and Warranties. The representations and warranties of the Bank set forth in this Agreement shall be true and correct in all material respects (except for such representations and warranties which are qualified by their terms by a reference to materiality, which representations and warranties as so qualified shall be true in all respects) (i) as of the date of this Agreement, and (ii) as of the Effective Time, as though made as of each such time, except as otherwise contemplated by this Agreement.

(b) Performance of Obligations of the Bank. The Bank shall have performed all obligations and covenants required to be performed by it under this Agreement prior to the Effective Time.

(c) Shareholder Approval. This Agreement and the transactions contemplated hereby shall have been approved by the Bank Shareholders as required by applicable law.

(d) Approvals and Consents. All approvals of applications to public authorities, federal, state or local, and any approvals of private persons, the granting of which is necessary for the consummation of the Exchange (except such approvals, the failure to obtain of which would not be materially adverse to the Company or its shareholders) shall have been obtained, and all statutory waiting periods with respect thereto shall have expired.

(e) Litigation. There shall not be pending or threatened any litigation in any court or any proceeding before or by any governmental department, agency or instrumentality against the Bank or the Company (or any officer or director thereof) in which it is sought to restrain or prohibit or obtain damages in respect of the consummation of transactions contemplated by this Agreement

(f) Rights Offering. The Rights Offering shall be consummated.

6.02 Conditions to the Bank's Obligations. The obligations of the Bank to effect the Exchange are subject to the satisfaction of the following conditions, unless waived by the Bank:

(a) Representations and Warranties. The representations and warranties of the Company set forth in this Agreement shall be true and correct in all material respects (except for such representations and warranties that are qualified by their terms by a reference to materiality, which representations and warranties as so qualified shall be true in all respects) (i) as of the date of this Agreement, and (ii) as of the Effective Time, as though made as of each such time, except as otherwise contemplated by this Agreement.

(b) Performance of Obligations of the Company. The Company shall have performed all obligations and covenants required to be performed by it under this Agreement prior to the Effective Time.

(c) Shareholder Approval. This Agreement and the transactions contemplated hereby shall have been approved by the Bank Shareholders as required by applicable law.

(d) Approvals and Consents. All approvals of applications to public authorities, federal, state or local, and any approvals of private persons, the granting of which is necessary for the consummation of the Exchange (except such approvals, the failure to obtain of which would not be materially adverse to the Bank or its shareholders) shall have been obtained, and all statutory waiting periods with respect thereto shall have expired.

(e) Litigation. There shall not be pending or threatened any litigation in any court or any proceeding before or by any governmental department, agency or instrumentality against the Bank or the Company (or any officer or director thereof) in which it is sought to restrain or prohibit or obtain damages in respect of the consummation of transactions contemplated by this Agreement.

(f) Rights Offering. The Rights Offering shall be consummated.

ARTICLE VII TERMINATION AND ABANDONMENT

7.01 Methods of Termination. Notwithstanding anything to the contrary herein, prior to filing the Articles of Share Exchange as required by the FBCA and Certificate of Exchange as required by the TBOC, this Agreement may be terminated and the transactions contemplated hereby may be abandoned by the Company or the Bank, without shareholder approval, if either

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STATE OF TEXAS

the Company or the Bank, in its absolute discretion, deems for any reason that the Exchange is not in its best interests.

7.02 Requirements and Effect of Termination. If this Agreement is terminated pursuant to this Article VII, this Agreement shall be of no further force or effect and there shall be no liability by reason of this Agreement or the termination thereof on the part of the Bank or the Company or any of their respective directors, officers, employees, agents, or shareholders except as to any liability for breach of any duty, representation, warranty or obligation under this Agreement arising prior to the date of termination.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.01 Amendment and Modification. To the fullest extent provided by applicable law and in accordance with Section 607.1103(8) of the FBCA and Section 21.454 of the TBOC, this Agreement may be amended, modified and supplemented by mutual consent of the respective boards of directors of the Bank and the Company at any time prior to the Effective Time with respect to any of the terms contained herein without the necessity of further action by the Bank Shareholders; *provided, however*, that no amendment or modification shall be made after approval of the Exchange by the Bank Shareholders without the further approval of the Bank Shareholders that (i) alters or changes the amount or kind of consideration to be received in exchange for or on conversion of all or part of the shares of Bank Common Stock, or (ii) alters or changes any of the terms of this Agreement if such alteration or change would materially and adversely affect the Bank or the Bank Shareholders. Any such amendment or modification shall be in writing.

8.02 Waiver of Compliance. Any failure of the Bank or the Company to comply with any obligation, covenant, agreement or condition herein may be expressly waived (to the extent permitted under applicable law) in writing by the President of the Bank or the Company, as the case may be.

8.03 Notices. Any notice or communication required or permitted to be made hereunder shall be in writing, and shall be deemed to have been made if delivered personally or by a nationally recognized overnight courier service, by electronic mail, receipt confirmed, or by facsimile, receipt confirmed, or if mailed, by registered or certified mail, return receipt requested, to the parties at the addresses shown below. If notice is given by personal delivery, facsimile or electronic mail, the date of personal delivery or the date of the receipt confirming the delivery of facsimile shall be the date of giving notice; if notice is given by a nationally recognized courier service, notice shall be deemed to have been given one business day after delivery to such courier service; and if notice is given by mail in the manner prescribed above, notice shall be deemed to have been given three business days after the date of mailing.

To the Bank or the Company:

One Momentum Blvd., 10th Floor
College Station, TX 77845
Attention: Mr. Donald A. Adam,
Chairman and CEO

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FEDERAL RESERVE BANK
OF DALLAS

8.04 Severability. If any provision of this Agreement, or the application thereof, will for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

8.05 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by the respective parties hereto without the prior written consent of the other parties; *provided, however*, no such consent shall be required for assignment by the Bank or the Company to a corporate affiliate, as such term is defined under the Banking Affiliates Act of 1982.

8.06 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles.

8.08 Counterparts; Facsimile. For the convenience of the parties hereto, this Agreement may be executed in multiple counterparts, each of which will be deemed an original, and all counterparts hereof so executed by the parties hereto, whether or not such counterpart will then bear the execution of each of the parties hereto will be deemed to be, and is to be construed as one and the same Agreement. Delivery of an executed signature page of this Agreement by facsimile or electronic transmission (including in .pdf format) shall be deemed binding for all purposes hereof, without delivery of an original signature page being thereafter required.

8.09 Headings. The headings of the Sections of this Agreement are inserted for convenience only and shall not constitute a part hereof.

8.10 Entire Agreement. This Agreement, including the other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the parties with respect to such subject matter.

[signature page follows]

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NOTARIAL PUBLIC
STATE OF TEXAS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered all effective as of the day and year first above written.

Bank: AMERICAN MOMENTUM BANK,
a Texas state bank

By: /s/ James L. Wolfe
Name: James L. Wolfe
Title: President and COO

Company: ADAM BANK GROUP, INC.,
a Florida corporation

By: /s/ Donald A. Adam
Name: Donald A. Adam
Title: Chairman and CEO

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CLERK OF DISTRICT COURT
STATE OF FLORIDA